

THIS INSTRUMENT PREPARED BY:

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STATE OF ALABAMA)
SHELBY COUNTY)

NOTE TO JUDGE OF PROBATE: THIS AMENDMENT AMENDS THAT CERTAIN AMENDED AND RESTATED MORTGAGE DATED AUGUST 15, 2013, EXECUTED BY THE BORROWER IN FAVOR OF THE LENDER, RECORDED ON AUGUST 27, 2013 IN THE OFFICE OF THE JUDGE OF PROBATE OF SHELBY COUNTY, ALABAMA IN INSTRUMENT #20130827000350500, AND IS BEING RECORDED TO EVIDENCE THE READVANCE OF \$1,108,254.04 OF THE AMOUNT OF DEBT SECURED THEREBY.

FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE

THIS FIRST AMENDMENT TO AMENDED AND RESTATED MORTGAGE (this "Amendment") is made as of July 12, 2017 (the "Effective Date"), by SEIL HO., LLC, an Alabama limited liability company (the "Borrower"), and NATIONAL BANK OF COMMERCE, a national banking association (the "Lender").

Recitals

A. The Lender has previously made a loan to the Borrower in the original maximum principal amount of \$4,800,000.00 (the "Loan"). The Loan is evidenced by that certain Master Note dated October 29, 2007 executed by the Borrower in favor of the Bank in said principal amount (as amended, the "Note").

B. The Loan is secured by, among other things, a lien on the Borrower's interest in certain real estate located in Shelby County, Alabama, pursuant to that certain Amended and Restated Mortgage August 15, 2013 and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument #20130827000350500 (the "Mortgage") and that certain Absolute Assignment of Rents and Leases dated October 29, 2007 and recorded in the Office of the Judge of Probate of Shelby County, Alabama in Instrument #20071108000517260 (the "Assignment").

C. The current outstanding balance on the Loan is \$3,641,745.96. The Borrower has now requested that the Lender readvance a portion of the funds previously advanced to the Borrower in the amount of \$1,108,254.04 (the "Readvanced Funds").

D. In connection with the Borrower's request for the Readvanced Funds, the Lender and the Borrower have agreed to amend the terms of the Mortgage as provided herein.

Agreement

NOW, THEREFORE, in consideration of the premises and the mutual agreements set forth in this Amendment, effective as of the Effective Date, the Borrower and the Lender hereby agree as follows:


1. Capitalized terms used in this Amendment and not otherwise defined herein have the respective meanings attributed thereto in the Mortgage, as amended by this Amendment.
2. Wherever the amount of \$4,800,000.00 is included in the Mortgage, said Loan amount is hereby modified to be \$4,750,000.00, whether referenced in words or numbers.
3. When advanced by the Lender to the Borrower, the Readvanced Funds shall be secured by the lien of the Mortgage and shall be deemed to be Obligations of the Borrower to the Lender.
4. Except as specifically modified and amended hereby, the Mortgage shall remain in full force and effect in accordance with their respective terms.
5. Any provision of this Amendment or any other Credit Document referenced herein that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

[Signature(s) on following page(s)]

IN WITNESS WHEREOF, the undersigned has executed this Amendment or caused this Amendment to be executed in its name and on its behalf by its duly authorized representative, all as of the date first set forth above.

BORROWER:

Seil Ho., LLC,
an Alabama limited liability company

By: 

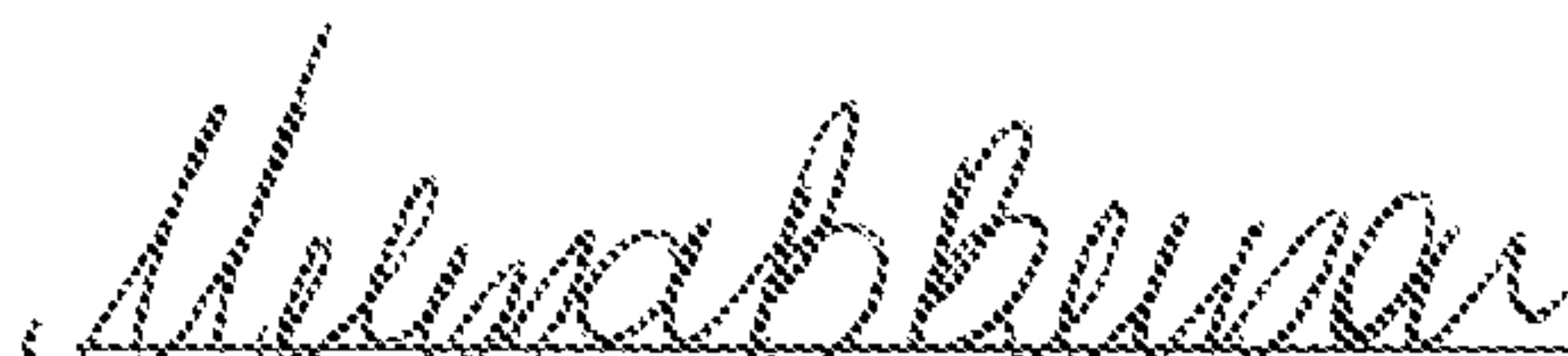
Name: Irving Meisler

Title: Manager

STATE OF Alabama)
COUNTY OF Jefferson)

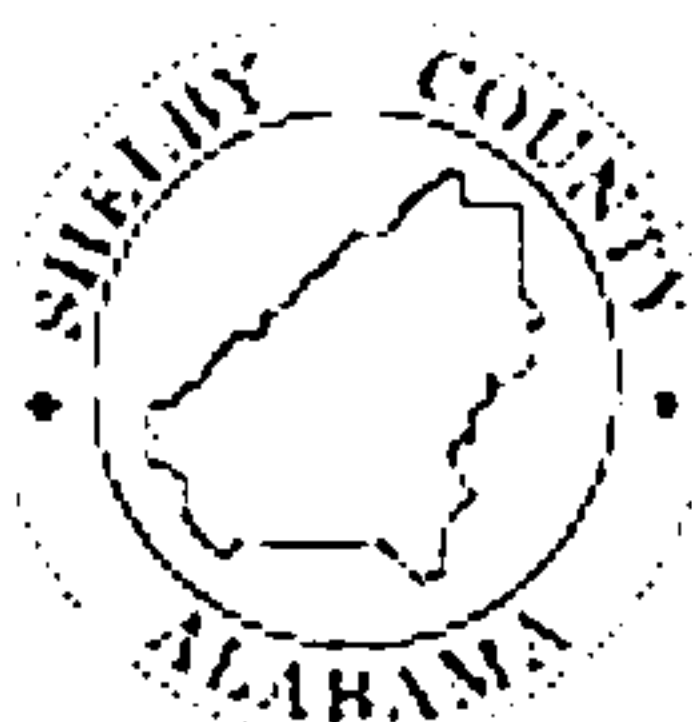
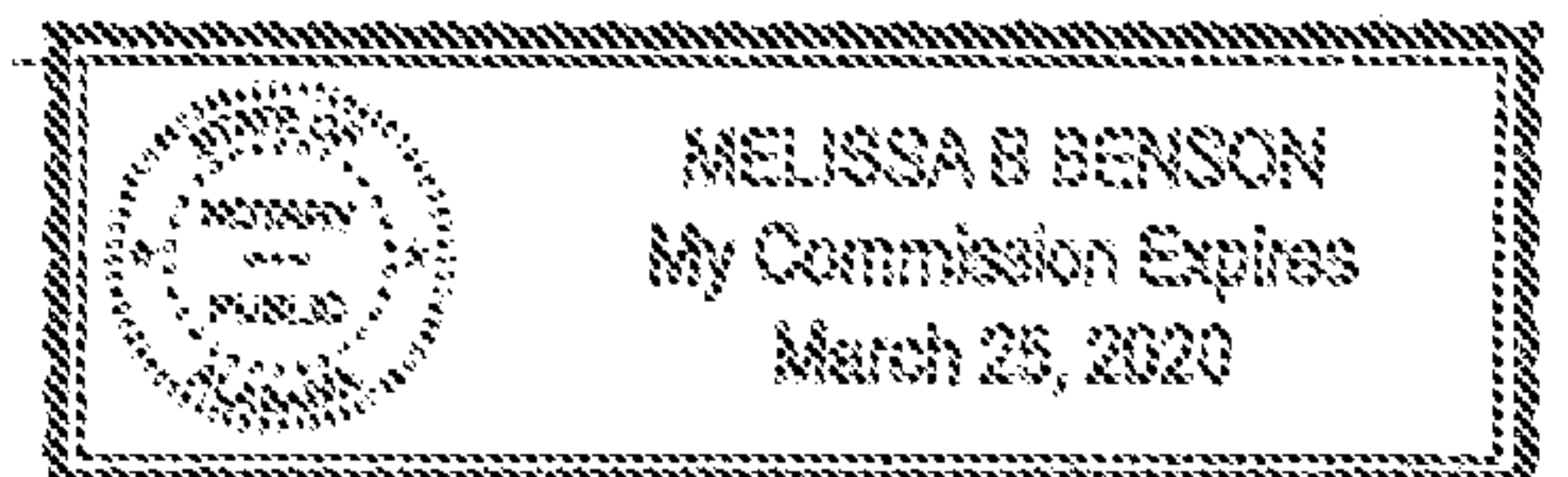
I, the undersigned authority, a Notary Public in and for said county in said State, hereby certify that Irving Meisler whose name as a Manager of SEIL HO., LLC an Alabama limited liability company, is signed to the foregoing instrument and who is known to me, acknowledged before me on this day that, being informed of the contents of said instrument, he, as such manager and with full authority, executed the same voluntarily for and as the act of said limited liability company.

Given under my hand and official seal, this 12 day of July, 2017.


Notary Public

AFFIX SEAL

My commission expires:



Filed and Recorded
Official Public Records
Judge James W. Fuhrmeister, Probate Judge,
County Clerk
Shelby County, AL
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